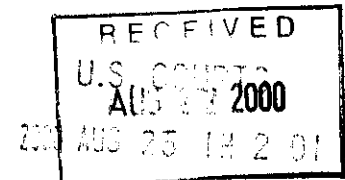


**REAFFIRMATION AGREEMENT**  
**UNITED STATES BANKRUPTCY COURT**  
District of IDAHO



Debtor's Name	JAMES E KEPLER LINDA BARNES-KEPLER	Bankruptcy Case Number	00-41068
		Chapter	7
Creditor's Name and Address	First Security P.O. BOX 7069 BOISE, ID 83707	ACCT# 274-120-383742	

**Instructions:**

- 1) Attach a copy of all court judgements, security agreements and evidence of their perfection.
- 2) File all documents by mailing them or delivering them to the Clerk of the Bankruptcy court.

**NOTICE TO DEBTOR**

This agreement **gives up the protection of your bankruptcy discharge** for this debt.

**As a result of this agreement, the creditor may be able to take your property or wages** if you do not pay the agreed amounts. The creditor may also act to collect the debt in other ways.

**You may rescind (cancel) this agreement at any time before the bankruptcy court enters a discharge order or within 60 days after this agreement is filed with the court, whichever is later,** by notifying the creditor that the agreement is canceled.

**You are not required to enter into this agreement by any law.** It is not required by the Bankruptcy code, by and other law or by any contract (except another reaffirmation agreement made in accordance with the Bankruptcy code § 524(c)).

**You are allowed to pay this debt without signing this agreement.** However, if you do not sign this agreement and are later unwilling or unable to pay the full amount, the creditor will not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

If the creditor has a lien on your personal property, you may have a right to **redeem** the property and eliminate the lien by making a single payment to the creditor equal to the current value of the property, as agreed by the parties or determined by the court.

This agreement is not valid or binding unless it is filed with the Clerk of the Bankruptcy court. If you were not represented by an attorney during the negotiation of this reaffirmation agreement, the agreement cannot be enforced by the creditor unless:

1. You have attended a reaffirmation hearing in the bankruptcy court and
2. The agreement has been approved by the bankruptcy court. (Court approval is not required if this is a consumer debt secured by a mortgage or other lien on your real estate).

5

Bankruptcy Case Number	00-41068	Creditor's Name	First Security P.O. BOX 7069 BOISE, ID 83707
Debtor's Name	JAMES E KEPLER LINDA BARNES-KEPLER		

**REAFFIRMATION AGREEMENT**

The debtor and creditor named above agree to reaffirm the debt described in this agreement as follows

**THE DEBT**

Total Amount of Debt when case was filed:

\$

18,410.95  
(Plus interest accrued)

Total Amount of Debt Reaffirmed:

\$

18,505.39  
Current payoff as of 07/18/00

The above total includes the following:

Interest Accrued to Date of Agreement:

\$

23.70

Attorney Fees:

\$

0.00

Late Fees:

\$

0.00

Other Expenses or costs Relating  
To the collection of this Debt:

\$

0.00

(Please Describe)

--

Annual Percentage Rate (APR):

%

9.4

Amount of monthly payment:

\$

397.45

Date payments begin:

08/10/00

Total number of payments to be made:

58

Total of Payments if paid according to Schedule:

\$

23,052.10 Payment amt. X term)

Date any lien is to be released if paid according  
to schedule:

05/10/05

*The debtor agrees that any and all remedies available to the creditor under the security agreement remain available.*

All additional terms agreed to by the parties (if any):

Payments on the debt ☐ were ☒ were not in default on the date on which the bankruptcy was filed. (Please check one)

This agreement differs from the original agreement with the creditor as follows:

Bankruptcy Case Number	00-41068	Creditor's Name	First Security P.O. BOX 7069 BOISE, ID 83707
Debtor's Name	JAMES E KEPLER LINDA BARNES-KEPLER		

### CREDITOR'S STATEMENT CONCERNING AGREEMENT AND SECURITY/COLLATERAL (If Any)

Description of Collateral:  
(If applicable, list manufacturer, year and model)

96 BUICK RIVIERA  
VIN 1G4GD22K8T4718014

Value:

\$ 15,175

Basis or Source for Valuation:

N.A.D.A. OFFICIAL USED CAR GUIDE 2000

Current location and Use of Collateral:

RESIDENCE

Expected Future Use of Collateral:

PERSONAL

Check applicable Boxes:

☒ Any lien describe herein is valid and perfected.

☐ This agreement is part of a settlement of a dispute regarding the dischargeability of this debt under section 523 of the Bankruptcy Code (11 U.S.C §523) or any other dispute.

The nature of this dispute is:

### DEBTOR'S STATEMENT OF EFFECT OF AGREEMENT ON DEBTOR'S FINANCE

Debtor's Monthly Income is:  
(take home pay plus any other income received)

JAMES LINDA  
\$ 1864.00 / \$ 1369.21

Debtor's current monthly expenses total:  
(not including any payments due under this agreement or any debt to be discharged in this case)

\$ 1300.00 / 1300.00

I believe this agreement ☐ will ☒ will not impose an undue hardship on me or my dependents.

Bankruptcy Case Number	00-41068	Creditor's Name	First Security P.O. BOX 7069 BOISE, ID 83707
Debtor's Name	JAMES E KEPLER LINDA BARNES-KEPLER		

## DEBTOR'S STATEMENT CONCERNING DECISION TO REAFFIRM

I agreed to reaffirm this debt because

THIS IS THE ONLY VEHICLE AVAILABLE TO LINDA  
AND THE PARTIES MAINTAIN SEPARATE HOUSEHOLDS.

I believe this agreement is in my best interest because

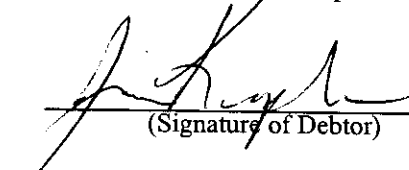
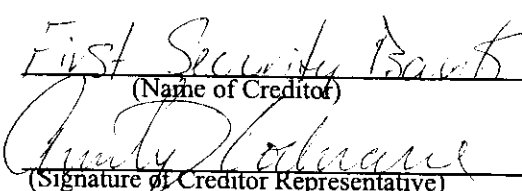

I ☒ considered ☐ did not consider redeeming the collateral under section 722 of the Bankruptcy Code (11 U.S.C §722). I chose not to redeem because.

I ☒ was ☐ was not represented by an attorney during negotiations on this agreement.

## CERTIFICATION OF ATTACHMENTS

Debtor(s) hereby reaffirms the entire debt. This amount represents the balance as of the date Debtor(s) filed bankruptcy. Debtor(s) expressly agrees to pay in addition all interest, and any and all attorneys' fees and cost incurred by First Security Bank in connection with this matter. Except as modified by this Reaffirmation agreement, debtor(s) specifically reaffirm(s) the terms and conditions of the Note Security Agreement dated 04/26/00, copies of which are attached hereto.

### SIGNATURES

 (Signature of Debtor)	 (Name of Creditor) (Signature of Creditor Representative)
DATED: 8-21-00	DATED: 8-23-00
 (Signature of Joint Debtor)	
DATED: 8-21-00	

## CERTIFICATION BY DEBTOR'S ATTORNEY (If applicable)

I hereby certify that:

1. This agreement represents a fully informed and voluntary agreement by the debtor(s);
2. This agreement does not impose a hardship on the debtor or any dependent of the debtor and;
3. I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

(Signature of Debtor's Attorney, if any)

8/21/00  
(Date)

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initial
\$18,899.34	04/26/2000	05/10/2005	383742	50177	0101	274120383742	78103	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or term.

**Borrower:** LINDA C KEPLER  
JIM E KEPLER  
320 E AVE F  
JEROME, ID 83338

**Lender:** First Security Bank, N.A.  
CONSUMER LOAN CENTER  
3033 ELDER STREET, 3RD FLOOR  
BOISE, ID 83706



**Principal Amount:** \$18,899.34

**Interest Rate:** 9.400%

**Date of Note:** April 26, 2000

**PROMISE TO PAY.** I promise to pay to First Security Bank, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eighteen Thousand Eight Hundred Ninety Nine & 34/100 Dollars (\$18,899.34), together with interest at the rate of 9.400% per annum on the unpaid principal balance from April 26, 2000, until paid in full.

**PAYMENT.** I will pay this loan in 60 payments of \$397.45 each payment. My first payment is due June 10, 2000, and all subsequent payments are due on the same day of each month after that. My final payment will be due on May 10, 2005, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 16 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

**DEFAULT.** I will be in default if any of the following happens: (a) Payment Default. I fail to make a payment as required by this Note. (b) Other Defaults. The prospect of payment, performance, or realization of any collateral for this loan is significantly impaired.

**LENDER'S RIGHTS.** Lender may do any of the following, in addition to any other rights Lender has, if I am in default: (a) Lender may, subject to any cure and notice provisions of the Idaho Credit Code, declare my entire loan immediately due, without notice. I will then pay Lender the unpaid part of the Principal Amount, any interest that is earned but unpaid, and any reasonable collection costs. (b) If Lender declares my entire loan immediately due after a default, or upon final maturity, then any unpaid accrued interest will become part of the principal, and the total sum will bear interest from the date of acceleration or maturity at the interest rate on this Note. (c) Lender may hire or pay someone else who is not a salaried employee of Lender to help collect my loan if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under the Idaho Credit Code, Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate, any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Idaho. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Ada County, the State of Idaho. This Note shall be governed by and construed in accordance with the laws of the State of Idaho.

**DISHONORED ITEM FEE.** I will pay a fee to Lender of \$20.00 if I make a payment on my loan and the check or preauthorized charge with which I pay is later dishonored.

**RIGHT OF SETOFF.** I grant to Lender a contractual security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**PRIOR TO SIGNING THIS NOTE, I AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

**BORROWER:**

*Linda C. Kepler*  
LINDA C KEPLER

*Jim E. Kepler*  
JIM E KEPLER

Faced Rate, Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off. Ver. 3.28c (a) 2000 CFI ProServ, Inc. All rights reserved. (ID-020 ES-28 LP631770-LN 01.0VU)

## CONSUMER SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Call	Collateral	Account	Officer	Initial
\$18,899.34	04-26-2000	05-10-2005	383742	60177	0101	27420383742	76103	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** LINDA C KEPLER  
JIM E KEPLER  
320 E AVE F  
JEROME, ID 83338

**Lender:** First Security Bank, N.A.  
CONSUMER LOAN CENTER  
3033 ELDER STREET, 3RD FLOOR  
BOISE, ID 83705



THIS CONSUMER SECURITY AGREEMENT is entered into between LINDA C KEPLER and JIM E KEPLER (referred to below as "I"); and First Security Bank, N.A. (referred to below as "Lender").

**GRANT OF SECURITY INTEREST.** To secure the indebtedness described below (including all obligations under the Note and this Agreement), I grant to Lender a security interest in all of the Property described below. I understand that the following statements set forth my responsibilities, as well as Lender's rights, concerning the Property. I agree as follows:

**DEFINITIONS.** When the following words are used in this Agreement, I understand they will have the following meanings:

**Agreement.** The word "Agreement" means this Consumer Security Agreement, as this Consumer Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Consumer Security Agreement from time to time.

**I.** The word "I" means each person who signs this Agreement, including LINDA C KEPLER and JIM E KEPLER.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note described below, including all principal and interest, together with all other amounts and costs and expenses for which I am responsible under this Agreement or under any other agreement with Lender pertaining to the loan.

**Lender.** The word "Lender" means First Security Bank, N.A., its successors and assigns. The words "successors or assigns" mean any person or company which acquires all or any part of Lender's interest in the Note.

**Note.** The word "Note" means the promissory note or credit agreement executed by me in the principal amount of \$18,899.34 dated April 26, 2000, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means the following described property in which I am giving Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

96 BUICK RIVIERA-V6 1G4GD22K8T4718014

The word "Property" also includes all accessions, attachments, accessories, replacements and additions to the property described above (such as tires or batteries attached to a car, a motor attached to a boat, or appliances and fixtures attached to a mobile home), whether added now or later, together with all proceeds (including insurance proceeds and refunds of insurance premiums) if any, and sums due from a third party who has damaged or destroyed the Property or from their insurer, whether due to judgment, settlement or other process. Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the Indebtedness, then Lender will not have a security interest in such Property unless and until such a notice is given.

**RIGHT OF SETOFF.** I grant to Lender a contractual security interest in, and hereby assign, convey, deliver, pledge and transfer to Lender, all my right, title and interest in and to all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

**REPRESENTATIONS AND PROMISES WITH RESPECT TO THE PROPERTY.** I represent and promise to Lender that:

**Ownership.** I am the lawful owner of the Property. The Property is free and clear of all loans, liens, security interests, mortgages, claims, and encumbrances except for those I have disclosed to Lender in writing prior to my signing this Agreement. I agree to defend Lender's rights in the Property against the claims and demands of all persons. I will not allow any other liens on the Property, even if they are junior to Lender's lien. I have the full authority and right to enter into this Agreement and to grant a security interest in the Property to Lender.

**No Sale.** Without Lender's prior written consent, I will not sell, lease, transfer, borrow against, or otherwise dispose of any of my rights in the Property unless and until all the Indebtedness is paid in full.

**Location of Property.** Except for vehicles, I agree to keep the Property at my address shown above, unless Lender tells me I can move it. If the Property is a vehicle, I will keep it at that address except for routine travel. I will not move the vehicle to any other residence, nor will I take the vehicle to another state, except for routine travel. I will not do anything that requires applying for a certificate of title for the vehicle in another state. If I move from my address shown above to another location within the same state, I may move the Property to my new address, but only if I give Lender the new address in writing prior to my moving. In any event, I agree to keep Lender informed at all times of my current address.

**Maintenance and Insurance.** I will keep the Property in good condition and repair. If the Property is damaged, lost or stolen, I immediately will inform Lender. I will keep the Property fully insured against all loss or damage by fire, theft, collision, and such other hazards as Lender may require from time to time. The insurance will be on terms, including deductible provisions and endorsements, that are satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such notice. I understand I may obtain insurance from any insurance company I may choose that is reasonably acceptable to Lender. I will provide Lender with the original insurance policy, or other proof satisfactory to Lender of the insurance coverage, together with all endorsements required by Lender, including an endorsement naming Lender as the party to whom all losses will be paid. If Lender receives a refund of any insurance premiums, I agree that the refund is Property covered by this Agreement. Lender may apply the refund to payment of any of the Indebtedness. Any insurance policy which I deliver to Lender will be held to secure payment of the Indebtedness. Until all Indebtedness is paid in full, Lender is authorized, but shall not be required, to file any proof of loss, adjust any loss, receive and receipt for any sum payable, surrender any policy, discharge and release any insurer, endorse any loss or refund check or draft, and in general do in my name, or otherwise, any and all things with respect to the insurance or any insurance proceeds.

**Licensing and Governmental Regulations.** I agree to keep the Property licensed at all times as required by all applicable state and federal laws. In addition, I agree to pay when due all license fees, taxes and assessments relating to the Property or the use of the Property. I further agree that the Property will not be used for any unlawful purpose or in violation of any statute, law, ordinance, or regulation relating to the use, operation, or control of the Property.

**Right to Inspect the Property.** I authorize Lender to inspect or examine the Property, wherever located, at any reasonable time, and I will aid Lender in making any such inspection.

**LENDER'S EXPENDITURES.** If I fail (a) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims; (b) to provide required insurance; or (c) to make repairs to the Property, Lender may do so. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by me. All such expenses will become a part of the Indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any

applicable insurance policy or (d) the remaining term of the Note, or (e) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts.

**DEFAULT.** I will be in default if any of the following happens: (a) Note Payment Default. I fail to make any payment when due under the Note. (b) Other Payment Defaults. I fail to make any other payment when due under this Agreement. (c) Collateral. The prospect of payment, performance, or realization of the Collateral is significantly impaired.

**LENDER'S RIGHTS.** I may keep and use the Property so long as I am not in default under this Agreement. If I am in default, this is what Lender may do, in addition to any other rights Lender may have: (a) Accelerate Indebtedness. Lender may, subject to any cure and notice provisions required by law, declare all indebtedness immediately due and payable, without notice. (b) Other Rights and Remedies. In addition, Lender will have all the rights of a secured party under the Uniform Commercial Code and other applicable law. This means, among other rights, that Lender may enter upon the premises at the address shown above and take the Property peaceably and sell it. Lender may also, to the extent permitted by law, enter peaceably upon other premises for the purpose of retaking the Property, and I consent to such entry. If the Property contains any goods not covered by this Agreement at the time of repossession, I agree that Lender may take such goods, provided that Lender makes reasonable efforts to return them to me after repossession. If Lender asks me to do so, I will gather the Property and make it available to Lender at a place reasonably convenient to both Lender and me. (c) Application of Proceeds. If Lender sells the Property, Lender will apply the "net proceeds" of the sale to reduce the amount owed Lender. "Net proceeds" means the sale price less the expenses of repossession, repair, sale, and as provided below, reasonable attorneys' fees and other collection expenses. I agree that, to the extent permitted by law, I will owe Lender any difference between the amount of the indebtedness and the net proceeds Lender receives from the sale of the Property. Lender may hold all Property consisting of accounts with Lender, and Lender may, without notice or demand of any kind, apply the funds in these accounts to pay all or part of the indebtedness. (d) Notice. Unless the Property threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give me reasonable notice of the time and place of any public sale or of the date after which any private sale or any other intended disposition of the Property is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments and Interpretation.** (a) What is written in this Agreement is my entire agreement with Lender concerning the Property. This Agreement may not be changed except by another written agreement between us. (b) If more than one person signs below, our obligations are joint and several. This means that the words "I," "me," and "my" mean each and every person or entity signing this Agreement, and that, if Lender brings a lawsuit, Lender may sue any one or more of us. (c) The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. (d) I agree that this Agreement is the best evidence of my agreement with Lender. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

**Applicable Law.** This Agreement has been delivered to Lender and accepted by Lender in the State of Idaho. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Ada County, the State of Idaho. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

**Attorneys' Fees and Other Costs.** If Lender hires or pays money to someone else, who is not a salaried employee of Lender, to help enforce this Agreement or to collect any indebtedness, I will pay that amount. This amount includes, subject to any limits under the Idaho Credit Code, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by the Idaho Credit Code, I will also pay court costs, in addition to all other sums provided by law. This Agreement also secures all of these amounts.

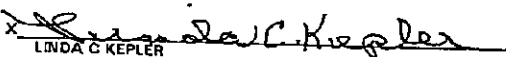
**Financing Statements.** At Lender's request, I will promptly sign all other documents, such as financing statements and certificates of title, to perfect, protect, and continue Lender's security interest in the Property. This includes making sure Lender is shown as the first and only security interest holder on the title covering the Property. I will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. I irrevocably appoint Lender as my attorney-in-fact to execute financing statements and documents of title in my name and to execute all documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If I change my name, or if the name of any person granting a security interest under this Agreement changes, I will promptly notify the Lender of such change.

**Notices.** I understand that all notices when required to be given under this Agreement, whether from Lender to me or from me to Lender, must be given in writing. Notices may be sent by telefacsimile (unless otherwise required by law), and will not be effective until actually delivered, or when deposited with a nationally recognized overnight courier or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. I agree that, to the extent permitted by law, if there is more than one person signing this Agreement, Lender may give notice to any one of us and that will be considered as giving notice to all of us unless the law requires notice to all signers. It will be our responsibility to tell the others of the notice from Lender. For this purpose, I agree to keep Lender informed at all times of my current address.

**Waiver.** I understand Lender will not give up any of its rights under this Agreement unless it does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of its rights, that does not mean I will not have to comply with the other provisions of this Agreement. I also understand that if Lender does consent to a request, that does not mean that I will not have to get Lender's consent again if the situation happens again. I further understand that just because Lender consents to one or more of my requests, that does not mean Lender will be required to consent to any of my future requests. I waive presentment, demand for payment, protest, and notice of dishonor. I waive all rights of exemption from execution or similar law in the Property (including without limitation, the homestead exemption), and I agree that the rights of Lender in the Property under this Agreement are prior to my rights while this Agreement remains in effect.

I, AND EACH OF US, HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS CONSUMER SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED APRIL 26, 2000.

GRANTOR:

  
LINDA C KEPLER

  
LINDA C KEPLER

# IDAHO CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER <b>1G4GD22K8T4718014</b>		YEAR MAKE BODY MODEL DESCRIPTION <b>1996 BUIC CP RIV</b>	
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING DATE <b>21410 ACTUAL 10/03/1997</b>	
TITLE NUMBER <b>97987740</b>	PRINT DATE <b>10/29/1997</b>	WEIGHT LENGTH WIDTH	HULL HORSEPOWER PROPULSION
OWNER'S NAME AND ADDRESS <b>KEPLER, LINDA C OR KEPLER, JIM 320 E AVE F JEROME, ID 83338</b>		OTHER PERTINENT DATA <b>274-120-383740</b>	

## Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS): DATE: _____ <input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Exempt <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy <input type="checkbox"/> No Device		5 PURCHASER'S PRINTED NAME(S) A. _____ B. _____	
2 DATE SOLD _____ SELLING PRICE: _____		6 ADDRESS _____	
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S) _____		7 CITY _____ STATE _____ ZIP _____	
4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A. <input checked="" type="checkbox"/> _____ B. <input checked="" type="checkbox"/> _____		8 I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: A. <input checked="" type="checkbox"/> _____ B. <input checked="" type="checkbox"/> 2nd PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name)	

## Lienholder Section

FIRST LIEN  <b>FIRST SECURITY BANK OF IDAHO</b>  <b>PO BOX 7746</b> <b>BOISE, ID 83707-1746</b> <b>RECORDED 10/03/1997 08:30</b> SIGNATURE RELEASING LIEN _____ DATE _____ 9 <input checked="" type="checkbox"/>		SECOND LIEN  10 SIGNATURE RELEASING LIEN _____ DATE _____ 11 NEW LIENHOLDER'S NAME _____ 12 ADDRESS _____ 13 CITY _____ STATE _____ ZIP _____	
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Alterations May Void This Document

This title contains an eagle watermark that is visible when held to the light.

AUDIT NO. 03157890

**\$2.00 Fee**

## NOTICE OF RELEASE OF LIABILITY

**\$2.00 Fee**

PLEASE PRINT CLEARLY — ALL INFORMATION MUST BE COMPLETE — NOTIFICATION BY SELLER IS MANDATORY

Vehicle Identification Number (VIN) <b>1G4GD22K8T4718014</b>		Year <b>1996</b>	Make <b>BUIC</b>	Body Style <b>CP</b>	Title Number <b>97987740</b>
Seller's Full Name: _____		Address: _____		City: _____ State: _____ Zip: _____	
Odometer: _____		Selling Price: \$ _____		Date Vehicle Delivered to Purchaser: _____	
Purchaser's Full Name: _____		Address: _____		City: _____ State: _____ Zip: _____	

I/we hereby request that the Idaho Transportation Department mark its motor vehicle records to indicate that I/we have transferred the vehicle described above under the provisions of Section 49-526, Idaho Code, which addresses vehicle transfers. However, I/we understand that the motor vehicle record will remain in my name until a new Idaho Certificate of Title is applied for and issued recording the name of the new owner.

X

(Signature of Seller(s))

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —